

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT
OF NEW YORK

COURTROOM 8B HON. I LEO GLASSER

09-5341(KSH)

E. DISTRICT COURT

2009 OCT 19 P 1:34

AMENDED CLASS ACTION:

CIVIL ACTION NO:

Complaint

Joseph W. Higgins, plaintiff,

VS,

Ebay, Inc; and Paypal, Inc, Defendants.

PARTIES

Plaintiff, Joseph W. Higgins, residing at 311 summer ave, Newark Nj, 07104.

Defendants, Ebay, inc, corporate location: 2145 Hamilton ave San Jose, California, 95125; Paypal, Corporate location: Ebay park north, 2211 North First Street, San Jose, Ca, 95131. Both summons attached.

JURISDICTION

This court has jurisdiction under Steele et al. V. Paypal, Inc and Ebay, Inc, Civil Action No: 1:05-CV-01720, and The **Sherman Antitrust Act (Sherman Act,^[1] July 2, 1890, ch. 647, 26 Stat. 209, 15 U.S.C. § 1–7 ETC...** This court also has jurisdiction under 28 USC Section 1333(a)(1),42 UCS Section 1985(3).

CAUSE OF ACTION

“FOR BREACH OF CONTRACT, DECEPTIVE AND UNFAIR BUSINESS PRACTICES”

1. On or about May 15, 2009, after December 14, 2008 time for filing certification and claim form had expired, the plaintiff had applied for a Paypal account and a Ebay account for the purpose of selling products on Ebay auction site. The plaintiff open the account under higg398@live.com. Contract agreement was accepted. The plaintiff is a affiliate member of linkshare.com, and promotes products for ShopNBC and Tigerdirect. See www.joehigginsstore.com .
2. Both Paypal and Ebay, required that the plaintiff provide his social security number as a requirement to participate on there auction site program. Status verified.

3. Once this was provided, only then was plaintiff allowed to list products on Ebay auction site. The plaintiff's social security number was being used to identify the plaintiff's account and transfer money from the buyer's account to Ebay and Paypal's account upon purchase of products listed.
4. Under this email address, higg398@live.com, the plaintiff had numerous amounts of bidders, about 40 who bid on the plaintiff's products but never met the reserve except for one. On mostly all these bids, the starting prices were starting at 0.99 cents. But the reserve prices were 5 hundred, 8 hundred, one thousand and more. See www.joehigginsstore.com.
5. The plaintiff needed the mark up on the auction block to meet the fees required of Ebay and Paypal once the products are sold. But on www.joehigginsstore.com, no mark ups are being used.
6. When the time for auction of the plaintiff's listing expired, Ebay site offered a buy it now button, that should of allowed the customers to see the reserve price and meet it. But what this button did was offer all the plaintiff's products to be brought at the starting prices.
7. So now the plaintiff had 40 or more people, rushing to purchase the plaintiff's thousand dollar items, his 8 hundred dollar items and his 5 hundred dollar items for 099 cent.

8. Only one person was honest enough to purchase the plaintiff's product at the correct reserve price. This is the person who left a positive feedback on plaintiff's Ebay account.
9. The plaintiff filed with Ebay, a complaint addressing this button. Both Ebay and Paypal address the issue by closing the plaintiff's account, and providing the plaintiff with a debt of \$700.00. Every single customer was refunded their money back that tried to purchase the product below the reserve price. The plaintiff only received proceeds from one customer on an item that was \$258.00. The plaintiff was only with that account for two weeks. Clearly, the plaintiff did not owe Ebay, \$700.00. Both Ebay and Paypal attempted to debt the plaintiff's bank account for the funds without consent. It is to the plaintiff's belief that had the funds been available and taken from the plaintiff's bank account he would have received a full refund by the bank.
10. Both Ebay and Paypal, using my email address and social security number, placed this debt in the plaintiff's Paypal account, blocking the plaintiff from using this account on any other transaction outside Ebay. Paypal, is a company who places themselves as the only money transfer system on mostly all website where people seek to make a living.
11. Months later, the plaintiff applied with paypal again under the email address of joestore@joe Higginsstore.co

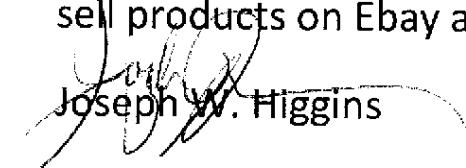
12. At this time, the plaintiff was given a choice, as to provide either a social security number or a bank account information inorder to be verified. The plaintiff choose to provide a bank account information, not social security number.
13. At this same time, the plaintiff applied with Ebay again also, and they provided a choice whether to use paypal or direct deposit. The plaintiff choose to use direct deposit not paypal to transact business with the customers.
14. Under the screen name joestore2 on Ebay account, On October 12, 2009, the plaintiff had 319 bids from 319 customers all across the United States, after entering into a contract once again with Ebay. This contract agreement entrusted the plaintiff to sell his products on Ebay. And in every description, the plaintiff offered lower price then the reserve bid for that same item if the customers are willing to purchase said items on www.joehigginsstore.com
15. On October 12, 2009, some of the customers have either met the reserve price or was expected to meet the reserve prices when Ebay and Paypal both closed down both accounts, demanding the plaintiff provide his social security number. Both Ebay and Paypal blocked transaction from further being made. A complaint was made with both companies again. They both avoided

the complaint and continued to demand a social security number.

DEMAND

The plaintiff prays and request that his case be added to the above class action for full benefits; and that Both Ebay and Paypal pay to the plaintiff the amount of \$5,000.00 for reserves met or expected to have been met in above both accounts.

Further, the plaintiff also request that Ebay and Paypal both reopen the plaintiff's accounts in joestore@joehigginsstore or joestore2 for full access to sell products on Ebay auction site.


Joseph V. Higgins

311 Summer Ave

Newark Nj, 07104

Dated: OCT 19, 2009